

**FDIC**

**Federal Deposit Insurance Corporation**  
9525 West Bryn Mawr, Suite 500, Rosemont, IL 60018

O'Hare Consolidated Office

(Chicago Area) (708) 671-8800

(in Illinois) (800) 334-4063

(outside Illinois) (800) 654-9198

March 26, 1992

2-091A036

VIA CERTIFIED MAIL

Interstate Commerce Commission

Attn: Mildred Lee

12th and Constitution Ave., Northwest  
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

Subject: United Of America Bank #6471  
Chicago, Illinois  
Southeastern Wi. Transportation/Railcars Management  
Record the Security Agreement

Debtor: David C. Williams  
W282 S3581 Ringneck Court  
Waukesha, WI

17761

RECORDATION NO. FILED 1992

MAR 31 1992 -2 25 PM

MOTOR OPERATING UNIT  
MAR 31 2 24 PM '92

17761

RECORDATION NO. FILED 1992

MAR 31 1992 -2 25 PM

INTERSTATE COMMERCE COMMISSION


Dear Ms. Lee:

Enclosed please find the following documents in regards to the above mentioned asset.

1. Original and Notarized Copy of Security Agreement in the name of David C. Williams, dated January 23, 1981.
2. Original and Notarized Copy of the Installment Agreement in the name of David C. Williams, dated January 23, 1981.
3. Check #1506218 by the FDIC made payable to the Interstate Commerce Commission for \$32.00 dated March 19, 1992 to cover filing fees (\$16.00 per document).

Once the documents have been filed, would you please send the copies back in the enclosed self addressed stamped envelope. If you should have any further questions, please feel free to contact Felisa Johnson at 708-928-7104. Thank you for your cooperation.

Sincerely,

  
Catherine Mendez  
Paralegal Specialist

Encls.

CC: Felisa Johnson, Staff Attorney

Jon Wincentsen, Med. Assets

(forms\ICC.ltr)

1/23/88

RECORDATION NO

17761

INSTALLMENT NOTE-OSL

MAR 31 1992 2 25 PM

\$31,500.00

Chicago, Illinois January 23, 1981

INTERSTATE COMMERCIAL BANK

FOR VALUE RECEIVED, the undersigned promise(s) to pay to UNITED OF AMERICA BANK, the principal sum of ~~Thirty One Thousand Five Hundred and no/ 100~~ Dollars with interest from the date hereof on the principal sum remaining from time to time unpaid at the rate of 1 % per annum ~~over the Bank's prime rate as it may change from time to time.~~

in lawful money of the United States of America, as follows:

One Hundred Thirty One and 25/100----- (\$131.25) Dollars plus interest on February 23, 1981 and a like sum on the 23rd day of each and every month thereafter to and including December 23, 1987

with a final payment of the then remaining balance, if not sooner paid, on January 23, 1988,

Both principal and interest are payable at the office of UNITED OF AMERICA BANK, Chicago, Illinois, or such other place as the legal holder, or holders, hereof may from time to time appoint in writing. Interest herein shall be calculated for actual number of days based on a 360 day year.

This note is secured by a Security Agreement dated January 23, 1981.

In case of default in the payment of any installment of principal or interest of this note according to its terms, or in case of default in performance of any of the covenants, agreements, or conditions of said Security Agreement, or in the event the holder hereof deems itself to be insecure, then the principal amount of this note at such time remaining unpaid, together with accrued interest thereon, may, at the option of the legal holder, or holders, of this note, without notice, be declared to be and thereby become immediately due and payable at the place of payment aforesaid, and the undersigned and all endorsers and guarantors of this note agree that the amount so declared due, and payable shall bear interest at a rate 1 % per annum in excess of the interest rate otherwise due on the date of default.

In the event this note is not paid according to its terms, the holder hereof shall be entitled to costs, expenses and its reasonable attorneys fees incurred in enforcing payment of this note and to further secure the payment of said amount, we or any of us, whether makers, endorsers, sureties, or guarantors, hereby authorize, irrevocably, any attorney of any court of record to appear for us, or any of us, in such court, in term time or vacation, or any time after this note or any installment hereof becomes due, whether by its terms or by the option of the legal holder hereof, or otherwise, and confess judgment without process in favor of the legal holder of this note for such amount as may appear to be unpaid thereon together with costs and reasonable attorney's fees, and to file a cognovit therefore, and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

*David C. Williams*

Address W282 S3581 Ringneck Court

David C. Williams

UOAB-73-104 Waukesha, Wisconsin 53186

115.1

It is expressly agreed that the time of payment of said note or any part thereof may be extended from time to time by the holder without notice to the undersigned, and that the holder may accept part payment of any installment, and that such extension or extensions of time or acceptance of part payment shall not discharge the undersigned.

The undersigned, and each of them, hereby authorize irrevocably any attorney of any court of record to appear for the undersigned, or any of them, in such court, in term time or vacation, at any time after default under this guarantee, and confess a judgment without process in favor of the legal holder of the within note for such amount as may appear to be unpaid thereon, together with costs of suit and reasonable attorneys' fees, and to waive and release all errors that may intervene and consent to immediate execution thereon, hereby agreeing that no writ of error or appeal shall be prosecuted on any judgment entered and ratifying and confirming all that said attorney may do by virtue hereof

OFFICIAL SEAL  
MELISSA L KURPIERS  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. NOV. 4, 1995

*Melissa L. Kurpers*  
NOTARY PUBLIC

11-4-95  
COMMISSION EXPIRES

[illegible]